

SECTION IX: CUSTOM DUTIES, TAXES AND SIMILAR CHARGES

- 9.0. Customs duties, import and export taxes, and similar charges will be administered in accordance with each Participant's respective laws and regulations, as well as agreements to which the Participants are parties. Insofar as existing national laws and regulations permit, the Participants will endeavour to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under this MOU or any of its CAs.

SECTION X: VISITS TO ESTABLISHMENTS

- 10.1 Each Participant will permit visits to its facilities for the purposes of this MOU by personnel of the other Participant or by employees of the other Participant's contractor(s), provided that the visit is authorized by both Participants and the visitors have necessary and appropriate access clearances.
- 10.2 All visiting personnel will be required to comply with security regulations of the host Participant. Any information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this MOU.
- 10.3 Requests for visits by personnel of one Participant to a facility of the other Participant will be coordinated through POs, and will conform with the established visit procedures of the host country.
- 10.4 Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participant, will be submitted through POs in accordance with each Participant's recurring international visit procedures.

SECTION XI: IMPLEMENTATION

- 11.1 Arrangements for familiarization and general administration of any personnel required for implementation of this MOU will be mutually determined by the Participants. All activities of the Participants under this MOU and its CAs will be carried out in accordance with their national laws and regulations, including their export control laws and regulations.
- 11.2 The obligations of the Participants will be subject to the availability of appropriated funds for such purposes.
- 11.3 The Participants have entered into this MOU with the understanding that the overall exchange of communications support and related supplies and services to be undertaken pursuant to this MOU as reflected in appropriate CAs, will be an exchange of equivalent value and that there will consistently be no requirement for liquidation payments. If actual practice demonstrates that the value of the communications support and related supplies and services being exchanged is not equivalent, or if the debt of communications support accrued by one Participant exceeds a mutually predetermined threshold, then the Participants will enter into negotiations to adjust the arrangements so that the values remain substantially equivalent. If such adjustment is not possible, then any accrued credits or debits resulting from an unequal exchange of communications support and related supplies and services during the term of this MOU will be liquidated by direct payment to the Participant having provided the greater amount of communications support and related supplies and services. Such payments will be made at the termination of this MOU, but in any event no later than 30 days after termination.
- 11.4 The Participants will review activities undertaken in connection with this MOU and any of its CAs and determine the status of overall exchange of logistics, services, supplies, or support for the preceding 12 months.
- 11.5 Each Participant will bear its own administrative costs in implementing this MOU and its CAs.

SECTION XII: LIABILITY AND CLAIMS

12.1 Claims arising under this Arrangement will be dealt with in accordance with paragraph 1 of the Chapeau Agreement. The Participants will share any costs required to be shared under subparagraph 1(b)(ii) of the Chapeau Agreement on the following basis:

12.1.1. Where responsibility for the damage, loss, injury or death can be specifically attributed to one Participant, the cost of handling and settling the claim will be the sole responsibility of that Participant;

12.1.2 Where both Participants are responsible for the damage injury or death, the costs of handling and settling the claim will be apportioned between the Participants based on their degree of responsibility for the damage, injury or death; and

12.1.3 Where it is not possible to attribute responsibility for damage, injury or death, the costs of handling and settling the claim will be distributed equally between the Participants.

12.2 Claims arising under a contract will be resolved in accordance with the contract. Unless otherwise mutually determined by the Participants, the costs of claims arising as a consequence of a contract awarded pursuant to this MOU will be the sole responsibility of the Participant that is the party to the contract.

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SECTION XIII: SETTLEMENT OF DISPUTES

- 13.0 Disputes between the Participants arising under or relating to this MOU will be resolved only by consultation between the Participants, and will not be referred to a national court, an international tribunal, or any other persons or entity for settlement.

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SECTION XIV: EFFECTIVE, DURATION, AND TERMINATION

- 14.1 In the event of a conflict between a Section of this MOU and any CA to this MOU, this MOU will prevail.
- 14.2 Except as otherwise provided, this MOU may be amended by the mutual written consent of the Participants.
- 14.3 Either Participant may terminate this MOU upon 60 days written notification to the other Participant. The terminating Participant will continue participation, financial or otherwise, up to the effective date of termination. Each Participant will pay the costs it incurs as a result of termination. The provisions contained in Section XI (Implementation) and Section XII (Liability and Claims) will survive the termination of this MOU and remain in effect until all issues arising as a result of this MOU are settled.
- 14.4 The respective benefits and responsibilities of the Participants regarding Section V (Co-located Equipment), Section VI (Disclosure and Use of Information), Section VII (Security), Section VIII (Controlled Unclassified Information), and Section XII (Liability and Claims), and this Section XIV (Effective, Duration and Termination) will continue to apply notwithstanding termination or expiration of this MOU or any CA.
- 14.5 This MOU between the Department of Defense of the United States of America and the Department of Defence of Australia will come into effect upon signature of both the Participants, and will remain in effect for five years.
- 14.6 The foregoing represents the understandings reached between the Department of Defense of the United States of America and the Department of Defence of Australia upon the matters referred to therein.

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Signed by the Participants:

For the Department of Defense
Of the United States of America:



Signature

JAMES E. CARTWRIGHT

Name

General, USMC
Commander, USSTRATCOM

Title

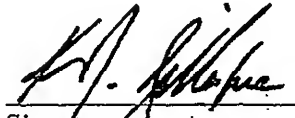
9 Sep 05

Date

OFFUTT AFB, NEBRASKA, USA

Location

For the Department of Defence
of the Commonwealth of Australia



Signature

KEN GILLESPIE

Name

Lieutenant General
Vice Chief of the Defence Force

Title

26 Sep 05

Date

RUSSELL OFFICES, CANBERRA,

Location AUSTRALIA

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ANNEX A

SAMPLE COMMUNICATIONS ARRANGEMENT

COMMUNICATIONS ARRANGEMENT NO []

TO THE

**MEMORANUDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF DEFENCE OF THE UNITED STATES OF AMERICA
AND THE DEPARTMENT OF DEFENCE OF AUSTRALIA
CONCERNING THE MUTUAL EXCHANGE OF MILITARY SATELLITE
COMMUNICATIONS SERVICES AND SUPPORT**

DATED MM/DD/YY

CONCERNING

(FULL TITLE OF THE COMMUNICATIONS ARRANGEMENT)

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INTRODUCTION

This communication Arrangement (CA) establishes the [insert name of CA] and is entered into pursuant to the Memorandum of Understanding between the Department of Defense of the United States of America and the Department of Defence of Australia concerning The Exchange of Military Satellite Communications Services and Support of MM/DD/YY, the provisions of which are hereby incorporated by reference.

DEFINITIONS OF TERMS AND ABBREVIATIONS

(Define only those terms used in this CA that have not been defined in this MOU.)

OBJECTIVES

The objectives of this _____ CA are:

- a. _____
- b. _____
- c. _____

ALLOCATION OF TASKS

The allocation of tasks to meet the objectives will be as follows:

- a. The DOD US will _____
- b. The DOD AS will _____
- c. DOD US and DOD AS will jointly _____

MANAGEMENT

The following CA management structure will operate under the authority of this MOU management authorities set out in Section IV of this MOU.

Coordination Team:

Members	Title/Position
	Organisation
	Contact Details

(This section will describe the frequency of meetings, the arrangements for hosting and chairing of management meetings and the arrangements for reporting to the Principals of this MOU.)

PROCEDURES

(This section will describe the arrangements for the day-to-day operations of the services provided under the CA. It may also call out specific standard operating procedures (SOPs) for the use of the services or for their implementation at short notice. It will also describe the technical and engineering aspects and constraints of any CA.)

FINANCIAL ARRANGEMENTS

(This section sets out the terms for establishing values for the services provided under this CA, and any arrangements for modifying these terms. It also sets out the information required in Section XII (Implementation) of this MOU.

COMMUNICATIONS ARRANGEMENTS AND CO-LOCATED EQUIPMENT

(This section will describe the provisions for any co-located equipment used to implement this CA. This may include the support arrangements for any co-located equipment of one Participant in the other Participant's facilities, or for the support arrangements of any co-located equipment to implement this CA. It also sets out the information required in Section XII (Implementation), of this MOU.)

In the event that the collaborative efforts under the CA require the provision of equipment to a Participant, then a list of such equipment must be developed and included as an Annex to the CA.

The co-location of the following equipment is necessary for executing this CA:

Providing Participant	Receiving Participant	QTY	Description	Part/ Stock #	Consumables\ Non-Consumables	Approx Value	Loan Period

SPECIAL DISCLOSURE AND USE PROVISIONS

(Special provisions relating to disclosure and use of information under this CA may be included here.)

ENTRY INTO EFFECT, DURATION, AND TERMINATION

This CA is effective on the date signed by the Participants and will expire by mutual determination on thirty days notice in writing to the other Participant.

For the Department of Defense
Of the United States of America:

Signature

Name

Title

For the Department of Defence
Of the Commonwealth of Australia

Signature

Name

Title